someone else. He did not therefore make a finding of fact as to the date when the offending labels were made.

I think a new trial must be ordered.

New trial ordered.

Solicitors for the appellant: *Sisson & Delay.*

Solicitors for the respondent: *Laycock & Ong.*

INDO-AUSTRALIAN TRADING CO. LTD. v. PNG LIM CHUA.

[A. C. J. (Murray-Aynsley, C.J.) June 22, 1954]

[Singapore — District Court Appeal No. 13 of 1954]

Landlord and tenant — Control of Rent Ordinance, 1953, s. 15(1)(i) — Claim for possession — Meaning of "temporary character" as applied to buildings.

The word "temporary" as applied to buildings has no precise meaning. Usually it refers to the purposes for which a building is erected. The expression "temporary character" referred to in s. 15(1)(i) is very much a question of degree. The fact that the building in question has lasted 27 years and is still inhabited is evidence that the building is not of "temporary character."

DISTRICT COURT APPEAL.

L. A. J. Smith for the appellants.

Ong Swee Keng for the respondent.

Cur. Adv. Vult.

Murray-Aynsley, C.J.: — This appeal raises the question of the meaning of the word "temporary" in para. (i) of section 15(1) of the Control of Rent Ordinance (No. 22 of 1953). The learned District Judge has found as a fact that the buildings in question were not of a "temporary character". The word "temporary" as applied to buildings has no precise meaning. Usually it refers to the purpose for which a building is erected, e.g. buildings erected for an exhibition. Here we have to consider the expression "temporary character". It is very much a question of degree; no building lasts for ever unless continually repaired. All buildings soon become uneconomic as we know from reading appeals for the preservation of cathedrals and other historic buildings.

There is evidence that the buildings in question had lasted up to 27 years and were still inhabited. I cannot, in the circumstances, say that the learned District Judge had no evidence to support his finding.

It was suggested at the hearing that the learned District Judge might have ordered possession as against the respondent of certain premises which had been sub-let. The point was not taken in the Court below nor until counsel for the appellants applied to amend at the hearing was it mentioned in the memorandum of appeal. I do not think that I ought to consider it now. I am doubtful in any event whether the English cases would apply here.

The appeal must be dismissed with costs.

Appeal dismissed.

Solicitors for the appellants: *Donaldson & Burkinshaw.*

Solicitors for the defendant: *L. Rayner & Co.*

LEE GEE CHONG v. LOKE'S MEDICAL HALL LTD.

[O. C. J. (Murray-Aynsley, C.J.) June 22, 1954]

[Singapore — Originating Motion No. 11 of 1954]

Landlord and tenant — Control of Rent Ordinance, 1953, s. 9(1)(b) — Construction of — Meaning of "just and proper" — Where tenants consent given.

In this Rent Board Application the tenant had consented to an increase of rent asked for by the landlord by reason of s. 7(1)(e) and s. 9(1)(b) of the Control of Rent Ordinance 1953. The Board allowed the increase under s. 7(1)(e) but refused to sanction the increase under s. 9(1)(b) on the ground that there was nothing special in the facts of this case to justify a departure from the principles set out by Taylor J. in **In re Application by Laycock & Ong.**[1]

Held: the whole object of s. 9(1)(b) is to give discretion to the Board to fix rents at a figure (subject to the proviso) which seems to them just and proper apart altogether from the question of what is the standard rent. Where a rent has been agreed between people particularly business people, as the result of free bargain, the fact that they have so agreed is relevant in deciding what is just and proper.

Case referred to:—

(1) *In re Application by Laycock & Ong* (1954) M.L.J. 41.

APPLICATION.

S. H. D. Elias for the plaintiff.

Omar bin Salleh for the defendant.

Cur. Adv. Vult.

Murray-Aynsley, C.J.: — These are proceedings under section 13(1) of Ordinance No. 22 of 1953. The only ground on which the Court can interfere is that the decision of the Board is wrong in law. This Court is not a Court of Appeal so far as the Rent Board is concerned.

The proceedings were taken before the Board under section 9(1)(b). By that part of the Ordinance the Board has power, subject to a proviso, to fix rent at such figure as "to the Board may seem just and proper." Unless the Board gives reasons bad in law when it fixes the rent of premises the Court has no